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ATI TRUCKING, LLC and BRIDGEWAY
LOGISTICS GROUP, LLC (incorrectly
sued herein as BRIDGEWAY)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

RYAN COBBS,

Plaintiff,

V.

ATI TRUCKING, LLC; PREMIUM
TRANSPORTATION GROUP, INC., dba PEI
OHIO, INC.; BRIDGEWAY; and DOES 1
through 20, inclusive,

Defendants.

Case No. 1:25-cv-00021-JLT-SKO

AMENDED STIPULATED AND PROTECTIVE ORDER

(Doc. 38)

[Fresno County Superior Court Case No.
24CECG05094]

Judge: Hon. Sheila K. Oberto
Location: Courtroom 7, 6th floor

Complaint Filed: November 20, 2024
Removal: January 6, 2025

DAVID SASSER,

Plaintiff,

V.

ATI TRUCKING, LLC; PREMIUM
TRANSPORTATION GROUP, INC., dba PEI
OHIO, INC.; BRIDGEWAY; and DOES 1
through 20, inclusive,

Case No. 1:25-cv-00021-JLT-SKO (former Case No. 1:25-cv-00023-BAM)

[Fresno County Superior Court Case No.
24CECG05119]

Complaint Filed: November 21, 2024
Removal: January 6, 2025

1 Defendants.
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1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential, proprietary, or private
 3 information for which special protection from public disclosure and from use for any purpose other than
 4 prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the
 5 Court to enter the following Stipulated and Proposed Protective Order (the “Stipulated Protective Order”).
 6 The parties acknowledge that this Stipulated Protective Order does not confer blanket protections on all
 7 disclosures or responses to discovery and that the protection it affords from public disclosure and use
 8 extends only to the limited information or items that are entitled to confidential treatment under the
 9 applicable legal principles. The parties further acknowledge, as set forth in Section 13.3 below, that this
 10 Stipulated Protective Order does not entitle them to file confidential information under seal; Local Rule
 11 141 sets forth the procedures that must be followed and the standards that will be applied when a party
 12 seeks permission from the Court to file material under seal.

13 **2. GOOD CAUSE STATEMENT**

14 **2.1. Good Cause Statement for Confidential Designation**

15 In their Complaints, Plaintiffs asserts causes of action against Defendants for: misclassification
 16 (both Plaintiffs); failure to reimburse work-related expenses in violation of California Labor Code §§
 17 2802, *et seq.* (both Plaintiffs); failure to provide meal and rest breaks in violation of California Labor Code
 18 §§ 226.7 and 512 (both Plaintiffs); inaccurate wage statements in violation of California Labor Code §
 19 226(A) (both Plaintiffs); waiting time penalties in accordance with California Labor Code §§ 200-204
 20 (both Plaintiffs); violation of California’s Business and Professions Code § 17200, *et seq.* (both Plaintiffs);
 21 violation of California Labor Code §§ 233, 234, and 246.5 (Plaintiff Cobbs); and wrongful termination
 22 (Plaintiff Cobbs).

23 Discovery in this matter is likely to involve the exchange of materials which may include
 24 confidential and proprietary materials including customer and pricing lists, confidential business or
 25 financial information, information regarding confidential business practices, commercial information
 26 (including information implicating privacy rights of third parties), information otherwise generally
 27 unavailable to the public, or which may be privileged or otherwise protected from disclosure under state
 28 or federal statutes, court rules, case decisions, or common law, and other valuable commercial and/or

1 financial information for which special protection from public disclosure and from use for any purpose
2 other than prosecution of this action is warranted.

3 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes
4 over confidentiality of discovery materials, to adequately protect information the parties are entitled to
5 keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in
6 preparation for and in the conduct of trial, to address their handling at the end of the litigation, and to serve
7 the ends of justice, a protective order for such information is justified in this matter. It is the intent of the
8 parties that information will not be designated as confidential for tactical reasons and that nothing be so
9 designated without a good faith belief that it has been maintained in a confidential, non-public manner,
10 and there is good cause why it should not be part of the public record of this case.

11 Specifically, and pursuant to Local Rule 141.1(c), the Parties identify the following categories of
12 information eligible for protection under this Stipulated Protective Order:

- 13 a. Documents or information reflecting or relating to customer pricing and inventory data,
14 such as customer purchase orders, customer rate structures, bills of lading, load picking
15 requests, and customer invoices. Customer pricing and inventory information warrant
16 particularized protection because they reveal negotiated rates, profit margins, and supply
17 capacities that competitors could exploit to undercut bids or business. This Court's
18 protection of the foregoing materials is necessary because once such information is
19 disclosed in litigation, the risk of misuse or inadvertent dissemination extends beyond the
20 parties' private agreements, requiring the authority of the Court to ensure enforceable
21 safeguards.
- 22 b. Documents or information implicating the confidential business practices of third parties,
23 including F.W. Agency LLC, Stella-Jones Corporation, and their customers, clients, or
24 vendors. Documents implicating the confidential business practices of third parties require
25 heightened protection because they may contain proprietary strategies, pricing models, or
26 operational data belonging to entities not before the Court, whose competitive interests
27 could be irreparably harmed by disclosure. Such protection is appropriately granted by the
28 Court, rather than left to private agreement, as third parties lack control over the litigation

1 and depend on judicial safeguards to prevent the misuse of their sensitive information.
2
3 c. Documents or information reflecting the internal operating procedures and proprietary
4 business strategies of Defendants ATI Trucking, LLC, Bridgeway, or ATI Trucking, LLC
5 or Bridgeway's clients, such as their contractual engagements with third parties, driver
6 routing protocols and algorithms, maintenance and inspection schedules and protocols,
7 safety compliance practices, customer management processes, and regulatory compliance
8 procedures. Documents and information in this category warrant judicial protection
9 because they encompass competitively sensitive information, such as routing methods, cost
10 structures, and strategic planning, that competing businesses could exploit to gain an unfair
11 advantage. This Court's protection is necessary because only an order by this Court can
12 ensure that the use and dissemination of such documents and information are restricted not
just between the parties, but also as to counsel, experts, and the public record.

13 **3. DEFINITIONS**

14 3.1. Action: This pending lawsuit, *Ryan Cobbs v. ATI Trucking, LLC, et al.*, 1:25-cv-00021-
15 JLT-SKO.

16 3.2. Challenging Party: A party or Nonparty that challenges the designation of information or
17 items under this Stipulated Protective Order.

18 3.3. “CONFIDENTIAL” Information or Items: Information or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c) and one or more of the enumerated categories set
20 forth in the foregoing Section 2.1(a)-(c).

21 3.4. Counsel: Outside Counsel of Record (as well as their support staff).

22 3.5. Designating Party: A Party or Nonparty that designates information or items that it
23 produces in disclosures or in responses to discovery as “CONFIDENTIAL”.

24 3.6. Disclosure or Discovery Material: All items or information, regardless of the medium or
25 manner in which it is generated, stored, or maintained (including, among other things, testimony,
26 transcripts, and tangible things), that is produced or generated in disclosures or responses to discovery in
27 this matter.

28 3.7. Expert: A person with specialized knowledge or experience in a matter pertinent to the

1 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant
2 in this Action.

3 3.8. Nonparty: Any natural person, partnership, corporation, association, or other legal entity
4 not named as a Party to this action.

5 3.9. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but
6 are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that
7 party or are affiliated with a law firm which has appeared on behalf of that party, and includes support
8 staff

9 3.10. Party: Any party to this Action, including all of its officers, directors, employees,
10 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

11 3.11. Producing Party: A Party or Nonparty that produces Disclosure or Discovery Material in
12 this Action.

13 3.12. Professional Vendors: Persons or entities that provide litigation support services (e.g.,
14 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
15 retrieving data in any form or medium) and their employees and subcontractors.

16 3.13. Protected Material: Any Disclosure or Discovery Material that is designated as
17 "CONFIDENTIAL".

18 3.14. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing
19 Party.

20 **4. SCOPE**

21 The protections conferred by this Stipulated Protective Order cover not only Protected Material,
22 but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts,
23 summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations
24 by Parties or their Counsel that might reveal Protected Material.

25 Any use of Protected Material at trial shall be governed by the orders of the trial judge. This
26 Stipulated Protective Order does not govern the use of Protected Material at trial.

1 **5. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations imposed by this
 3 Stipulated Protective Order shall remain in effect until a Designating Party agrees otherwise in writing or
 4 a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
 5 claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the
 6 completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action, including
 7 the time limits for filing any motions or applications for extension of time pursuant to applicable law.

8 **6. DESIGNATING PROTECTED MATERIAL**

9 **6.1. Exercise of Restraint and Care in Designating Material for Protection.**

10 Each Party or Nonparty that designates information or items for protection under this Stipulated
 11 Protective Order must take care to limit any such designation to specific material that qualifies under the
 12 appropriate standards. The Designating Party must designate for protection only those parts of material,
 13 documents, items, or oral or written communications that qualify so that other portions of the material,
 14 documents, items, or communications for which protection is not warranted are not swept unjustifiably
 15 within the ambit of this Stipulated Protective Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be
 17 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the
 18 case development process or to impose unnecessary expenses and burdens on other parties) may expose
 19 the Designating Party to sanctions.

20 **6.2. Manner and Timing of Designations.**

21 Except as otherwise provided in this Stipulated Protective Order (see, e.g., Section 6.2(a)), or as
 22 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this
 23 Stipulated Protective Order must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Stipulated Protective Order requires the following:

25 (a) For information in documentary form (e.g., paper or electronic documents, but excluding
 26 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
 27 affix at a minimum, the legend “CONFIDENTIAL” to each page that contains protected
 28 material. If only a portion or portions of the material on a page qualifies for protection, the

1 Producing Party also must clearly identify the protected portion(s) (e.g., by making
2 appropriate markings in the margins).

3 A Party or Nonparty that makes original documents available for inspection need not
4 designate them for protection until after the inspecting Party has indicated which
5 documents it would like copied and produced. During the inspection and before the
6 designation, all of the material made available for inspection shall be deemed
7 “CONFIDENTIAL”. After the inspecting Party has identified the documents it wants
8 copied and produced, the Producing Party must determine which documents, or portions
9 thereof, qualify for protection under this Stipulated Protective Order. Then, before
10 producing the specified documents, the Producing Party must affix the legend
11 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion or
12 portions of the material on a page qualifies for protection, the Producing Party also must
13 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
14 margins).

15 (b) For documents used or testimony given in depositions, that the Designating Party, to the
16 extent practical under the circumstances, identify the protected portion(s) of Disclosure or
17 Discovery Material on the record, before the close of the deposition. Deposition transcripts
18 and all exhibits or attachments thereto shall be considered “CONFIDENTIAL” for 30 days
19 following the date of service of the transcript by the Party that took the deposition. During
20 that 30-day period, either Party may designate the portions of the transcript, and any
21 specific exhibits or attachments that are to be treated as protected, by electing the
22 appropriate designation and affixing the appropriate legend during this time, if not already
23 so designated. If no such designations are made before the expiration of the 30-day period,
24 then the entire transcript and exhibits will be considered unprotected.

25 (c) For information produced in nondocumentary form, and for any other tangible items, that
26 the Producing Party affix in a prominent place on the exterior if the container or containers
27 in which the information is stored the legend “CONFIDENTIAL”. If only a portion or
28 portions of the information warrants protection, the Producing Party, to the extent

1 practicable, shall identify the protected portion(s).

2 **6.3. Inadvertent Failure to Designate.**

3 If timely corrected, an inadvertent failure to designate qualified information or items does not,
4 standing alone, waive the Designating Party's right to secure protection under this Stipulated Protective
5 Order for such material. Upon timely correction of a designation, the Receiving Party must make
6 reasonable efforts to assure that the material is treated in accordance with the provisions of this Stipulated
7 Protective Order.

8 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 **7.1. Timing of Challenges.**

10 Any Party or Nonparty may challenge a designation of confidentiality at any time that is consistent
11 with the Court's Scheduling Order.

12 **7.2. Meet and Confer.**

13 The Challenging Party shall initiate the dispute resolution process, which shall comply with Local
14 Rule 251(b).

15 **7.3. Burden of Persuasion.**

16 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
17 Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary
18 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
19 Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to
20 afford the material in question the level of protection to which it is entitled under the Producing Party's
21 designation until the Court rules on the challenge.

22 **8. ACCESS TO AND USE OF THE PROTECTED MATERIALS**

23 **8.1. Basic Principles.**

24 A Receiving Party may use Protected Material that is disclosed or produced by another Party or
25 by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this
26 Action. Such Protected Material may be disclosed only to the categories of persons and under the
27 conditions described in this Stipulated Protective Order. When the Action has been terminated and/or
28 reaches a final disposition, a Receiving Party must comply with the provisions of Section 14 below.

1 Protected Materials must be stored and maintained by a Receiving Party at a location and in a
2 secure manner that ensures that access is limited to the persons authorized under this Stipulated Protective
3 Order.

4 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

5 Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a
6 Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

7 (a) The Receiving Party’s Outside Counsel of Record, as well as employees of said Outside
8 Counsel of Record to whom it is reasonably necessary to disclose the information for this
9 Action;

10 (b) The officers and directors of the Receiving Party to whom disclosure is reasonably
11 necessary for this Action;

12 (c) Experts of the Receiving Party to whom disclosure is reasonably necessary for this Action
13 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (d) The Court and its personnel;

15 (e) Court reporters and their staff;

16 (f) Professional jury or trial consultants, mock jurors, and Professional Vendors to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to be Bound” (Exhibit A);

19 (g) The author or recipient of a document containing the information or a custodian or other
20 person who otherwise possessed or knew the information;

21 (h) During their depositions, witnesses and attorneys for witnesses, in the Action to whom
22 disclosure is reasonably necessary provided the deposing party requests that the witness
23 sign the “Acknowledgment and Agreement to Be Bound” attached as Exhibit A, unless
24 otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed
25 deposition testimony or exhibits to depositions that reveal Protected Material may be
26 separately bound by the court reporter and may not be disclosed to anyone except as
27 permitted under this Stipulated Protective Order; and

28 (i) Any mediator or settlement officer, and their supporting personnel, mutually agreed upon

1 by any of the parties engaged in settlement discussions.

2 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
3 **LITIGATION**

4 If a Party is served with a subpoena or a court order issued in other litigation that compels
5 disclosure of any information or items designated in this Action as “CONFIDENTIAL” must:

6 (a) Promptly notify in writing the Designating Party. Such notification shall include a copy of
7 the subpoena or court order;

8 (b) Promptly notify in writing the party who caused the subpoena or order to issue in the other
9 litigation that some or all of the material covered by the subpoena or order is subject to this
10 Stipulated Protective Order. Such notification shall include a copy of this Stipulated
11 Protective Order; and

12 (c) Cooperate with respect to all reasonable procedures sought to be pursued by the
13 Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with the subpoena or
15 court order shall not produce any information designated in this action as “CONFIDENTIAL” before a
16 determination by the Court from which the subpoena or order issued, unless the Party has obtained the
17 Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking
18 protection in that court of its confidential material and nothing in these provisions should be construed as
19 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another
20 court.

21 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
22 **LITIGATION**

23 **10.1. Application.**

24 The terms of this Stipulated Protective Order are applicable to information produced by a Nonparty
25 in this Action and designated as “CONFIDENTIAL”. Such information produced by Nonparties in
26 connection with this litigation is protected by the remedies and relief provided by this Stipulated Protective
27 Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional
28 protections.

1 10.2. Notification.

2 In the event that a Party is required, by a valid discovery request, to produce a Nonparty's
3 confidential information in its possession, and the Party is subject to an agreement with the Nonparty not
4 to produce the Nonparty's confidential information, then the Party shall:

5 (a) Promptly notify in writing the Requesting Party and the Nonparty that some or all of the
6 information requested is subject to a confidentiality agreement with a Nonparty;

7 (b) Promptly provide the Nonparty with a copy of the Stipulated Protective Order in this
8 Action, the relevant discovery request(s), and a reasonably specific description of the
9 information requested; and

10 (c) Make the information requested available for inspection by the Nonparty, if requested.

11 10.3. Conditions of Production.

12 If the Nonparty fails to seek a protective order from this Court within fourteen (14) days after
13 receiving the notice and accompanying information, the Receiving Party may produce the Nonparty's
14 confidential information responsive to the discovery request. If the Nonparty timely seeks a protective
15 order, the Receiving Party shall not produce any information in its possession or control that is subject to
16 the confidentiality agreement with the Nonparty before a determination by the Court. Absent a court order
17 to the contrary, the Nonparty shall bear the burden and expense of seeking protection in this Court of its
18 Protected Material.

19 11. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material
21 to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving
22 Party immediately must (1) notify in writing the Designating Party of the unauthorized disclosures, (2)
23 use its best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
24 persons to whom unauthorized disclosures were made of all the terms of this Stipulated Protective Order,
25 and (4) request such person or persons to execute the "Acknowledgment and Agreement to be Bound"
26 that is attached hereto as Exhibit A.

1 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
2 **MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced
4 material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are
5 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
6 whatever procedure may be established in an e-discovery order that provides for production without prior
7 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an
8 agreement on the effect of disclosure of a communication or information covered by the attorney-client
9 privilege or work product protection, the parties may incorporate their agreement in the Stipulated
10 Protective Order submitted to the Court.

11 **13. MISCELLANEOUS**

12 **13.1. Right to Further Relief.**

13 Nothing in this Stipulated Protective Order abridges the right of any person to seek its modification
14 by the Court in the future

15 **13.2. Right to Assert Other Objections.**

16 By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it
17 otherwise would have to object to disclosing or producing any information or item on any ground not
18 addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
19 to use in evidence of any of the material covered by this Stipulated Protective Order.

20 **13.3. Filing Protected Material.**

21 A Party that seeks to file under seal any Protected Material must comply with Local Rule 141.
22 Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the
23 specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by
24 the Court, then the Receiving Party may file the information in the public record unless otherwise
25 instructed by the Court.

26 **14. FINAL DISPOSITION**

27 After the final disposition of this Action, within sixty (60) days of a written request by the
28 Designating Party, each Receiving Party must return all Protected Material to the Producing Party or

1 destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,
2 compilations, summaries, and any other format reproducing or capturing any of the Protected Material.
3 Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written
4 certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the
5 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was
6 returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts,
7 compilations, summaries or any other format reproducing or capturing any of the Protected Material.
8 Notwithstanding this provision, Counsel is entitled to retain an archival copy of all pleadings; motion
9 papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition and trial
10 exhibits; expert reports; attorney work product; and consultant and expert work product, even if such
11 materials contain Protected Material. Any such archival copies that contain or constitute Protected
12 Material remain subject to this Stipulated Protective Order as set forth in Section 5.

13 **15. VIOLATION**

14 Any violation of this Stipulated Order may be punished by any and all appropriate measures
15 including, without limitation, contempt proceedings and/or monetary sanctions.

16
17 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

18
19 Dated: December 3, 2025

/s/ William Becker (as authorized
on December 2, 2025)

William Becker
One of the Attorneys for Plaintiffs

20
21
22 Dated: December 3, 2025

/s/ Nicole M. Shaffer (as authorized
on December 3, 2025)

Nicole M. Shaffer
One of the Attorneys for Defendant
PEI Ohio, Inc.

1 Dated: December 3, 2025

/s/ Joseph N. Gross

2 Joseph N. Gross
3 One of the Attorneys for Defendants
4 ATI Trucking, LLC and
Bridgeway Logistics Group, LLC

5 **ORDER**

6
7 IT IS SO ORDERED.

8 Dated: December 4, 2025

/s/ Sheila K. Oberto

9 UNITED STATES MAGISTRATE JUDGE

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1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [full name], of _____
4 _____ [address], declare under penalty of perjury that I have read in its entirety and understand
5 the Stipulated Protective Order that was issued by the United States District Court for the Eastern District
6 of California on _____ [date] in the case of *Ryan Cobbs v. ATI Trucking, LLC, et*
7 *al.*, 1:25-cv-00021-JLT-SKO. I agree to comply with and to be bound by all the terms of this Stipulated
8 Protective Order, and I understand and acknowledge that failure to so comply could expose me to
9 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
10 manner any information or item that is subject to this Stipulated Protective Order to any person or entity
11 except in strict compliance with the provisions of this Stipulated Protective Order.

12 I further agree to submit to the jurisdiction of the United States District Court for the Central
13 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if
14 such enforcement proceedings occur after termination of this action. I hereby appoint _____
15 _____ [full name] of _____ [address] and
16 telephone number] as my California agent for service of process in connection with this action or any
17 proceedings related to enforcement of this Stipulated Protective Order.

18
19 Signature: _____

20 Printed Name: _____

21 Date: _____

22 City and State Where Sworn and Signed: _____